

specifications but neither amendment addressed the maintenance requirement.

Bids were opened on June 16, 1993. AMM bid parts and labor for the maintenance part of its bid and FFI bid only labor for the maintenance part of its bid. The parties stipulated to the fact DOC intended to include parts and labor for the maintenance contract. DOC wished to complete the procurement before the end of its fiscal year. A Notification of Contract Award to Floyd Freeman, Inc. (FFI) was issued on June 22, 1993, and suspended June 25, 1993, pending the result of the protest filed by AMM.

CONCLUSIONS OF LAW

The threshold issue for the Panel's determination, is if the IFB is ambiguous in its reference to "maintenance". In Case No. 1988-14, In Re: Protest of Pitney Bowes, Inc., Decisions of the South Carolina Procurement Review Panel 1982-1988, p. 546 at p. 553, the Panel, citing Case No. 1988-2, In re: Protest of Warehouse Distributing Company, states, "the Panel has held that when a specification is of uncertain meaning and can reasonably be interpreted in more than one way, it is ambiguous. When a specification is ambiguous it is proper to rebid the contract."

Mr. Wannamaker and Mr. Lemmons with DOC both testified that it was DOC's intention to procure both parts and labor under the maintenance aspect of the contract. Mr. Wannamaker further testified that DOC agreed to accept the lowest bid, even though it did not include parts, only so that the contract could be executed before the end of DOC's fiscal year. Clearly DOC, the drafter of the specification concerning maintenance, considered the language concerning maintenance to include parts and labor. However, the specification does not state "parts and labor", nor does it state "labor only". Even the reference to "local service" does not bring clarity to the term maintenance, as maintenance service can include parts as well as labor. The term "maintenance" as used in

the IFB is not defined or clarified by other terms, and can reasonably be interpreted in more than one way.

CONCLUSION

For the foregoing reasons, the Panel finds that the specification concerning maintenance is ambiguous, and should have been rebid when the ambiguity was discovered. The Panel reverses the July 19, 1993 decision of the CPO and orders the rebid of the contract.

IT IS SO ORDERED.

**SOUTH CAROLINA PROCUREMENT
REVIEW PANEL**



By: Gus J. Roberts, Chairman

Columbia, SC

Sept. 17, 1993.